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09/929,184	08/14/2001	Scot D. Wilce	G08.002	1214

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EXAMINER
LIVERSEDGE, JENNIFER L

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

PTOL-90A (Rev. 04/07)

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1 UNITED STATES PATENT AND TRADEMARK OFFICE
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4 BEFORE THE BOARD OF PATENT APPEALS
5 AND INTERFERENCES
6 _____
7
8 *Ex parte* SCOT D. WILCE, VINCENT A. GEORGE, HIEN Q. NGUYEN,
9 DONNA L. CONTI, PATRICK E. HARRIS, and
10 DONNA M. MANSFIELD
11 _____
12
13 Appeal 2008-004991
14 Application 09/929,184
15 Technology Center 3600
16 _____
17
18 Decided:[1] July 20, 2009
19 _____
20
21 *Before* MURRIEL E. CRAWFORD, HUBERT C. LORIN, and
22 BIBHU R. MOHANTY, *Administrative Patent Judges*.
23
24 CRAWFORD, *Administrative Patent Judge*.
25
26
27 DECISION ON APPEAL

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3[1] The two-month time period for filing an appeal or commencing a civil
4 action, as recited in 37 C.F.R. § 1.304, begins to run from the decided date
5 shown on this page of the decision. The time period does not run from the
6 Mail Date (paper delivery) or Notification Date (electronic delivery).
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STATEMENT OF THE CASE

This is an appeal from the final rejection of claims 1 and 3-19[2]. We have jurisdiction to review the case under 35 U.S.C. §§ 134 and 6.

The claimed invention is directed to systems and methods for facilitating generation and/or negotiation of an agreement document via an agreement modeling system (Abstract).

Claim 1, reproduced below, is further illustrative of the claimed subject matter.

> 1. A method for facilitating generation of an agreement
> document associated with a financial transaction agreement
> between a party and a counter-party, comprising:
>   receiving agreement information from a user associated
> with the party, the agreement information including (i) a
> counter-party communication address and (ii) information
> about a financial product associated with the financial
> transaction agreement;
>   determining an agreement scope, a document scope, and
> a fact set scope;
>   placing the determined agreement scope, document
> scope, and fact set scope in a scope stack;
>   evaluating the scope stack via an evaluation engine to
> produce a result in accordance with a rule;
>   generating the agreement document in accordance with
> the information about the financial product, a covered products
> matrix, and the result; and
>   automatically transmitting the agreement document to the
> counter-party via the counterparty communication address.

The references of record relied upon by the Examiner as evidence of obviousness are:

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[2] We have not considered the Supplemental Examiner's Answer mailed December 24, 2008; the Amendment/Response filed April 20, 2009; or the Final Rejection mailed July 6, 2009, as they were all mailed subsequent to the issuance of a Docketing Notice mailed August 6, 2008.

| Blackman | US 2002/0087534 A1 | Jul. 4, 2002 |
| Axelrad | US 2002/0188539 A1 | Dec. 12, 2002 |

Srinivasan, Sriram *Advanced Perl Programming* 1997 from Google books (hereinafter "Perl").

Claims 1 and 3-19 stand rejected under 35 U.S.C. § 103 as unpatentable over Blackman in view of Axelrad and Perl.

OPINION

We have carefully reviewed the rejections on appeal in light of the arguments of the Appellants and the Examiner. As a result of this review, we have reached the conclusion that the applied prior art does not establish the prima facie obviousness of the claimed subject matter. Therefore the rejections on appeal are reversed. Our reasons follow.

The following comprise our finding of facts with respect to the scope and content of the prior art. Perl discloses a scope stack that is used to remember positions along the save stack that correspond to different scopes (analogous to the markstack providing bookmarks for the argument stack). When the scope ends, Perl knows exactly how many objects to pop off the save stack and restores them to their former values (p. 3, ll. 36-41). As supplemental information, the Computer Dictionary, 2nd edition (hereinafter "Computer Dictionary") discloses that a microprocessor, program, and operating system can all maintain one or more separate stacks.

The disagreement between the Appellants and the Examiner is with respect to whether Perl discloses evaluating the scope stack via an evaluation engine to produce a result in accordance with a rule, as recited in independent claims 1, 16, and 19 (App. Br. 7-8; Examiner's Ans. 10-12).

The Examiner asserts that Perl, supplemented by the Computer Dictionary, discloses that a microprocessor, program, and operating system maintains the scope stacks, and thus that the microprocessor, program, and operating system correspond to the recited evaluation engine (Examiner's Ans. 10-12). However, the microprocessor, program, and operating system cannot correspond to the claimed evaluation engine, as the Examiner has not shown how the microprocessor, program, and operating system evaluate the scope stack. While the Examiner asserts that "scope stacks are used 'behind the scenes' in computer functioning to evaluate variables and produce a result in accordance with programming and processing rules," the Examiner has not provided any support for such an assertion in either Perl or the Computer Dictionary. Indeed, Perl and the Computer Dictionary appear to merely disclose that the scope stack stores virtual bookmarks, without any evaluation of virtual bookmark information, or any other information, stored in the scope stack. Storage is not evaluation in this case under any broadest reasonable interpretation.

Additionally, even if Perl and the Computer Dictionary were to disclose some sort of "evaluation" of the information in the scope stack, the Examiner has not shown how any such evaluation is performed to produce a result in accordance with a rule. Indeed, neither of the cited portions of Perl or the Computer Dictionary discloses any results or rules pertaining to the information stored in the scope stack. Accordingly, because the Examiner has not established a proper case of *prima facie* obviousness for independent claims 1, 16, and 19, we are constrained to reverse all rejections on appeal.

CONCLUSION AND ORDER

The rejection of claims 1 and 3-19 is reversed.

<u>REVERSED</u>

<u>JRG</u>

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